

<b>SOLICITATION AND OFFER</b>				1. [BLANK]				Page 1 of 24				
2. CONTRACT NUMBER			3. SOLICITATION NUMBER OPR08000047			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			5. DATE ISSUED 05/30/2008		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY AO801 CAO Procurement Management 327 Ford HOB Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-3850 ext.						CODE AO801		8. ADDRESS OFFER TO (If other than item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".												
<b>SOLICITATION</b>												
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Hand carried proposals NOT permitted</u> until <u>2:00 PM</u> local time <u>08/27/2008</u> (Hour) (Date)												
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CALL:		A. NAME Jim Tiani			B. TELEPHONE (NO COLLECT CALLS) AREA CODE    NUMBER    EXT. 202      225-7158			C. E-MAIL ADDRESS james.tiani@mail.house.gov				
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<b>OFFER (Must be fully completed by offeror)</b>												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.												
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS ( % )		20 CALENDAR DAYS ( % )		30 CALENDAR DAYS ( % )		CALENDAR DAYS ( % )		
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						
15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE			18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>												
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION						
22. [BLANK] <input type="checkbox"/> [BLANK]				<input type="checkbox"/> [BLANK]		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. U.S. HOUSE OF REPRESENTATIVES  (Signature of Contracting Officer)				28. AWARD DATE				
IMPORTANT - Award will be made on this Form or by other authorized official written notice.												

<b>Line Item Summary</b>	<b>Document Number</b> OPR08000047	<b>Title</b> Intern Orientation/Writing Program	<b>Page</b> 2 of 24
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Intern Orientation Training For Staff		12.00	ea	\$ _____	\$ _____
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Twelve (12) full-scale staff assistant orientation  
Complete Attachment 1

0002	Intern Orientation Training For Interns		6.00	ea	\$ _____	\$ _____
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Six (6) intern orientations.  
Complete Attachment 1

0003	Effective Writing Course		12.00	ea	\$ _____	\$ _____
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12 classes per year up to 15 participants per class  
Complete Attachment 1

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### **Background:**

The U.S. House of Representatives (House) requires the services of a Contractor to develop and conduct orientation training and a effective writing course for House employees that hold Staff Assistant positions and for House Interns. The goal for the orientation sessions is to provide staff assistants with improved office skills to make a greater contribution in their respective offices and to assist with advancing their careers within House of Representatives. The goal of the Intern Orientation is to provide House interns a timely overview of their responsibilities and the skills required to succeed in working in a Member or Committee office. In addition to the orientation training, the goal of the writing constituent correspondence course is provide staff with the skill to effectively and accurately prepare written communications. Writing is a significant job requirement within a congressional office where training needs to be developed.

The two major efforts of this Request for Proposal are:

- Staff & Intern Orientation Training
- Effective Writing Classes

#### **Orientation Training:**

New staff assistants receive little or no formal training about how to handle their responsibilities. Incumbents in the Staff Assistant position typically have the following types of responsibilities:

- Great visitors to the Member or Committee office.

- Answer the telephone and resolve the caller's question or transfer the caller to the appropriate person.

- Type correspondence.

- Coordinate tours.

- Handle flag requests from constituents.

- Open and distribute mail; receive and distribute facsimile transmissions.

- Provide general support for office staff.

The goal of the Intern Orientation is to provide interns a timely overview of their responsibilities and the skills required to success in their positions. This program will provide them training on critical topics such as:

- A summary of congressional office functions and staff positions.

- An overview of customer service principles and the importance of professionalism in an office.

- Basic phone answering skills, with special attention to reviewing the types of calls that congressional offices receive and guidance on handling difficult calls.

- On how to balance competing assignments from various staff members.

- An overview of ethics in a congressional office, and important rules and laws to be aware of (i.e., restrictions on the use of the frank, proper use of office e-mail, and prohibitions on campaign related activity).

#### **Effective Writing**

The goal of the Effective Writing classes is to provide staff with the skills and knowledge for writing effective constituent letters and documents. The course should focus on choosing the right words to present an appropriate tone; how to bring the purpose of the

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message to the beginning of the correspondence; how to write concise sentences; how to organize the correspondence for maximum effect.

### **Scope**

The successful contractor shall design and deliver orientation programs and writing classes on Member and Committee office expectations for incumbent Staff Assistant and Interns. Is shall be tailored to address the needs of the House community.

### **Requirements**

1. Define specific objectives for each topic area. At a minimum the objectives include:
  - a. Learn proper telephone technique (what to say when answering the phone, how to put caller's on hold and transfer caller, how to handle difficult callers, how to end a call)
  - b. Learn proper "person-to-person" greeting techniques.
  - c. Learn business letter formats.
  - d. Identify and apply effective time and prioritization management techniques.
2. Develop and deliver orientation program for incumbent Staff Assistant and Interns
  - a. The contractor shall develop and document the orientation curriculum.
  - b. Design and develop the orientation content and class materials required to accomplish and support the objectives.
  - c. Conduct the Orientations. As part of the initial requirement conduct up to twelve (12) full-scale staff assistant orientation and six( 6) intern orientations.
3. Develop and deliver writing courses for Member office staff.
  - a. Provide classes for up to 15 participants and all class materials such as workbook and instructor.
  - b. The House anticipates 12 courses per year or a monthly frequency of writing classes.
  - c. Classes will focus on topics such as techniques for organizing what the writer wants to say, bringing the main point to the beginning of the document, how to write clear sentences and rules for punctuation.
  - d. Contractor shall conduct class in 6 hours duration, two in half day sessions on two consecutive days or both sessions on one day.
  - e. Provide pricing for 2-year base plan and options year.
4. For all training the contractor will:
  - a. Conduct the training at the U.S. House of Representatives location in the metropolitan Washington, DC location.
  - b. Provide one instructor to deliver each workshop.
  - c. Provide student workbooks and all other participant materials such as job aids, PowerPoint slides and additional handouts deem necessary for the benefit of the learner.
  - d. Approximate schedule for all classes is 9:00 am t 12:00 noon or 1:00 pm to 4:00 pm.
  - e. Provide the Contracting Officer with a list of attendees and a brief recap of the session, and include any issues raised by the attendees, or any open items that require a response back to specific or all attendees.
  - f. Provide class schedule two months in advanced of training for purposes of adequate scheduling of training facility and communication of training classes.
  - g. Provide cancellation policy, particularly notice required for cancellation without penalty.
5. The House will provide:
  - a. Training site and classrooms, overhead projector, two flipcharts stands and two full flipchart pads.
  - b. The House Learning Center will add the class dates and times to House course schedule.
  - c. The House Learning Center will also handle student registration. The House Learning Center will notify attendees of course schedules and classes.
  - d. In addition the Contractor will receive an attendee list prior to beginning of each session.
  - e. The House Learning Center will provide the course evaluation form for post training.
  - f. The contractor will be advised of the desired date and time of each session in sufficient time to permit a minimum of ten (10) business days for coordination of the session between the COR and the contractors.

Both the Intern Orientation Training Program and Effective Writing Course syllabus must be approved by the COR.

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## SECTION D -- PACKAGING AND MARKING

### D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

### E.2 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.

b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.

c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.

d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.

e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend for 1 year from date of the award

### F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

### F.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (a) Referring to the notice of proposed debarment;
- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and
- (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

#### F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

#### F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.7 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will if applicable:
  - (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
  - (2) Complete satisfactory settlement of all customer complaints and claims.
  - (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
  - (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
  - (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

### G.2 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at [www.house.gov/finance](http://www.house.gov/finance) for appropriate forms or call the EFT Help Line at 202-226-2277

### G.3 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

#### a. Contracting Officer (CO):

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

#### b. Contracting Officer's Representative (COR):

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer

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and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Jim Tiani  
 CAO Procurement Management  
 327 Ford House Office Building  
 Washington, DC 20515

Phone: 202-225-7158  
 E - mail: James.Tiani@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

#### G.4 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

#### G.5 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

#### G.6 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to

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the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.7 HC.7.025 RELEASE OF CLAIMS

FEBRUARY 2005

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

### H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

### H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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#### H.4 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

#### H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. The form is available on House Web Site <http://www.house.gov/cao-opp/currentsol/shtml>.

#### H.6 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

#### H.7 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- c. Other insurance as directed by the contracting officer.

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## SECTION I -- CONTRACT CLAUSES

### I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

### I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

### I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

### I.4 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

### I.5 HC.9.015 HOUSE RULES MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

**Section J**

Item #	
1	Pricing Chart
2	Key Personnel Chart

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

### K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements and or balance sheet.

### K.3 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram.
- c. Brief history.
- d. Key point of contact (POC) list and telephone number.

### K.4 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

### K.5 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within \_\_\_\_120\_\_\_\_calendar days after receipt of the offer.

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K.6 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

\_\_\_\_\_  
NAME OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
PRINTED NAME OF PERSON  
AUTHORIZED TO SIGN

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit their proposal **via email** to **James.Tiani.@mail.house.gov.** and **Lawrence.Toperoff@mail.house.gov.** being **no more than 50 pages in total** . One (1) original hard copy, is to be mailed to address identified on page 1 Block 7 attn. Jim Tiani. The hard copy proposal is to be mailed no late than the date identified on page 1 block 9. The electronic version is to be in MS Word format. The proposal is to be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. **Facsimile or Hand delivered proposals will NOT be accepted.**

**PROPOSAL DUE 8/27/08 BY 2:00PM VIA EMAIL TO james.tiani@mail.house.gov**

### L.2 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA

JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

### L.3 HC.12.010 CONTENT OF PROPOSALS

JULY 2001

Each proposal shall be divided into separate sections and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals remember there is a 50 total page limitation. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

**A. Section 1 - Administrative and Price Proposal.** Shall be divided into the following distinct and marked parts:

(1) "Section A of RFP." The Offeror shall insert Section A of this solicitation with all required/applicable blocks completed.

(2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer. Please utilize Attachment 1 Cost chart.

(3) "Section G Contract Administration." Offeror shall complete the required sections of Section G.

(4) "Section K - Representations, Certifications, And Statements Of Offerors." Offeror shall complete the required sections of Section K.

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**B. Section II - Technical Proposal.** Shall be divided into the following distinct and marked parts:

**(1) "Management/Technical Approach"**

The offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the statement of work. Proposals should clearly described, their quality and appropriateness and evidence of sound management structures and procedures. As a guide, the approach shall include, at a minimum, the following:

- Demonstrated methodology for performing the tasks as contained in the statement of work

The offeror shall include a project management approach to track the delivery of products and services related to this contract and to work with the COR and staff. This includes:

- To ensure proper planning for work breakdown and schedules
- Service team structures
- To report performance of work on an accurate and objective basis and to identify any problems or issues as early as possible
- Working relationship with the COR and House staff

**2 "Corporate Capabilities /Past Performance/ Experience"** The offeror shall provide resumes of all key personnel (instructors). Staff capabilities will be evaluated based on technical experience and experience outlined in the State of Work.

Note: Offerors whose products are misrepresented during the solicitation phase, who are subsequently awarded a contract, will be subject to the penalty provisions of the contract.

The offeror shall include proposed staffing that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the offeror intends to staff this contract (with key and non-key technical personnel) to successfully meet all the requirements of the statement of work.

The offeror shall addresss their demonstrative knowledge of the legislative processes and their capability to perform effectively in a legislative environment.

Provide pertinent experience and qualifications in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.

The offeror shall provide references for three current or recent (within three years) customers customers. List the agency name and address, name and title of the client contact, telephone number and or email address.

Oral Presentations. The House reserves the right to conduct oral presentations with any offerors considered in the competitive range.

The Government reserves the right to incorporate all or part of the successful proposal into the resultant contract.

The contractor shall relinquish all ownership rights to the materials developed under this contract to the House of Representatives.

## L.4 CONTRACT TYPE

The House intends to award a Firm Fixed Priced contract.

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to an offeror whose proposals meeting the minimum requirements as stated in this RFP. The House intends to evaluate proposals and may award without discussions. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

#### (1) Technical Approach

- Overall approach to providing services in accordance with the RFP
- Evidence that the contractor has a record of successful implementation of similar programs and metrics
- Recommended methodologies and proposed timeframe for completion of the project

#### (2) Innovative Solutions

- Consistent with the U.S. House of Representatives' "Greening the Capitol" initiative, the Offeror has provided options for using sustainable methods (e.g., recycled paper; environmentally friendly production techniques; etc.) relative to the production of the final reports.

#### (3) Corporate Capabilities/Past Performance/ Experience

- Proven experience
- Competency in orientation training, legislative knowledge, and course teaching.
- Organization has demonstrated their financial ability.
- Proposed staff meets the needs of the RFP.
- Verifiable results of customer surveys regarding similar services being offered to other customers.

#### (4) Oral Presentations (as required)

- Presentation
- Knowledge
- Command of subject
- Interpersonal skills

#### (5) Price

The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

The House may:

- (a) reject any or all offers, if such action is in its interest,
- (b) waive informalities and minor irregularities in offers received.

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## Pricing Chart

### Attachment 1

[illegible]

### **Key Personnel List**

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